

CRUCIBLE CENTER COMPANY

Certificate of AmendmentofCertificate of Incorporation

CRUCIBLE CENTER COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the board of directors of said Corporation, at a meeting duly convened and held, adopted resolutions proposing and declaring advisable the following amendments to the Certificate of Incorporation of said Corporation:

"RESOLVED, That the Certificate of Incorporation of Crucible Center Company be amended by changing the Article thereof numbered 'FOURTH' so that, as amended, said Article shall be and read as follows:

FOURTH. The aggregate number of shares of all classes of stock which this Corporation shall have authority to issue is 1,000, of which 500 shares shall be 5% Participating Preferred Stock of the par value of \$100 per share (hereinafter called "Preferred Stock"), and the remaining 500 shares shall be Common Stock of the par value of \$100 per share (hereinafter called "Common Stock"). The powers, preferences,

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privileges, voting and other special or relative rights, and the qualifications, limitations, and restrictions thereof, granted to or imposed upon the shares of the said two classes of stock shall be as follows:

DIVISION 1. PREFERRED STOCK

Section 1.01. Seniority. The Preferred Stock is senior to the Common Stock, in the respects and to the extent hereinafter set forth in this Article Fourth, and the Common Stock is subject to the seniority and preferences of the Preferred Stock as hereinafter set forth.

Section 1.02. Redemption. (a) Right to Redeem. The Corporation, at the option of the holders of the Common Stock expressed as hereinafter provided, and upon the terms and conditions hereafter stated in this Section 1.02, may at any time after December 31, 1960 redeem the whole of the Preferred Stock by paying therefor in cash the Redemption Price hereinafter mentioned; but in no event shall the Corporation at any time redeem any number less than all the then issued shares of Preferred Stock.

(b) Notice of Redemption. Notice of the proposed redemption shall be mailed, postage prepaid, to the holders of record of the Preferred Stock not less than ten nor more than sixty days prior to the Redemption Date. The date of redemption stated in such notice is herein referred to as the "Redemption Date."

(c) Redemption Price; Partial Redemption Price. Upon redemption of the Preferred Stock, the price payable with respect to each share of such Preferred Stock shall be the sum of

(i) the Partial Redemption Price (hereinafter defined) of all shares of Preferred Stock outstanding on the Redemption Date, plus

(ii) a premium equal to the Redemption Premium (hereinafter defined),

divided by the number of shares of Preferred Stock outstanding on the Redemption Date; PROVIDED, HOWEVER, that in no event shall the amount so ascertained exceed the par value per share of Preferred Stock, plus the result obtained by dividing the aggregate amount of funds then available under Delaware law for the payment of dividends on preferred stock by the number of shares of Preferred Stock outstanding at the Redemption Date. The price payable, so ascertained, is referred to in this Article Fourth as the "Redemption Price". As used in this Article Fourth, "Partial Redemption Price" shall mean an amount equal to the par value per share of Preferred Stock plus all dividends accrued or in arrears thereon to the Redemption Date.

(d) Determination of Redemption Premium. The "Redemption Premium" shall mean an amount equal to one-half the "surplus" (as hereinafter defined) of the Corporation, as of the "Appraisal Date", which shall be a date sixty days prior to the Redemption Date. Such surplus of the Corporation shall be computed by adding the fair market value of all the assets

and deducting all the liabilities of the Corporation, subject, however, to the following specifications and limitations:

(i) the entire outstanding capital stock of the Corporation and the amount of all dividends accrued or in arrears on the outstanding Preferred Stock as of the Appraisal Date shall be considered as liabilities;

(ii) there shall be excluded from the assets of the Corporation good-will, trade names, organization costs, patents, licenses, franchises, and other intangibles of a similar nature;

(iii) one-half the actual cost of appraisal borne by the Corporation as hereinafter provided, although not yet incurred on the Appraisal Date, shall be considered as a liability as of such date;

(iv) in the event that the liabilities of the Corporation exceed the fair market value of such assets, the Redemption Premium shall nevertheless be zero.

The Board of Directors by resolution of a majority of the full Board shall itself determine such Redemption Premium, or, in case of inability or failure to make such determination, shall select an appraiser to make such determination. If the Board makes no such determination, and within sixty days after the Redemption Date shall be unable or shall fail to select such an appraiser, he shall be designated by the person who at the time of application shall be the President of the Pennsylvania Bar Association (or, in case said President shall decline

to act, the nominee of said President) upon written application of any director after ten days' prior written notice to all other directors and to the Corporation of the intention to make such application. The person to be so designated shall be a person residing at or near Pittsburgh, Pennsylvania, who is not a stockholder or director of and who has no contractual or other direct business relationship or connection with any stockholder or director of the Corporation, or with any company or business affiliated with any such stockholder or director. The appraiser may examine any of the books and records of the Corporation, shall afford a reasonable opportunity to the parties interested to submit to him pertinent evidence on the Redemption Premium, and may make such other investigation as to him seems proper. He shall file with the Corporation and with each director a written report of his determination with respect to the Redemption Premium. The cost of any appraisal, including a reasonable fee and expenses of the appraiser (but exclusive of fees of counsel or experts retained by any party) shall be borne by the Corporation. The determination made by the Board of Directors or by an appraiser with respect to the Redemption Premium shall be final and conclusive upon all the stockholders and directors of the Corporation.

(e) Surrender of Certificates; Payment. On and after the Redemption Date, each holder of Preferred Stock shall surrender his certificate(s) for such Stock to the Corporation at the

place designated in such notice, endorsed if required in the notice, and shall thereupon be entitled to receive payment of either the Redemption Price, or if it has not by then been determined, the Partial Redemption Price; and the excess (if any) of the Redemption Price as finally determined over the Partial Redemption Price shall be paid to each such holder promptly after such final determination.

(f) Rights of Preferred Stock after Redemption. If the notice of redemption shall have been duly given as aforesaid, and if on or before the Redemption Date the funds necessary to pay the Redemption Price (or the Partial Redemption Price, if appropriate) shall have been set aside so as to be available therefor, then (notwithstanding that any certificate representing shares of Preferred Stock so called for redemption shall not have been surrendered) from and after the Redemption Date, dividends on the Preferred Stock shall cease to accrue, the holders of shares thereof shall have no voting power with respect to such shares, the rights of the holders thereof shall be limited to the right to receive payment of the Redemption Price (ascertained and payable as herein provided), but without interest, and the shares of Preferred Stock for all other purposes shall be deemed no longer outstanding; and, notwithstanding any other provision of this Article Fourth, the term of office of each of the Preferred Stock Directors (hereinafter provided for) then in office shall immediately cease.

(g) Voting on Redemption. Notwithstanding any other provision of this Article Fourth, the Corporation may elect to redeem the Preferred Stock by the affirmative vote and/or written order of the holders of a majority of the issued and outstanding shares of the Common Stock, acting as a class.

(h) No Re-Issue. All shares of Preferred Stock redeemed by the Corporation shall not be re-issued, and no Preferred Stock shall be issued in lieu thereof or in exchange therefor, and the Corporation shall cause all such Stock to be cancelled and its capital reduced in the manner provided by law.

(i) Rules and Regulations. Subject to the provisions of this Section 1.02, the Board of Directors shall have authority to prescribe from time to time rules and regulations with respect to the redemption of Preferred Stock.

Section 1.03. Conversion. (a) Right to Convert. The Corporation, at the option of the holders of the Common Stock expressed as hereinafter provided, and upon the terms and conditions hereafter stated in this Section 1.03, may at any time after December 31, 1960, and before January 1, 1971, convert the whole of the Preferred Stock into 5% Notes of the Corporation at the Conversion Price in effect at the time of conversion; but in no event shall the Corporation at any time convert any number less than all the then issued shares of Preferred Stock, nor shall the Corporation have any right to

convert the Preferred Stock as aforesaid if, after giving effect to the issuance of the 5% Notes on such conversion, the Corporation would have net assets less than its capital.

(b) Notice of Conversion. Notice of the proposed conversion shall be mailed, postage prepaid, to the holders of record of the Preferred Stock not less than ten nor more than sixty days prior to the Conversion Date. The date of conversion stated in such notice is herein referred to as the "Conversion Date."

(c) The Conversion Price with respect to each share of the Preferred Stock shall be \$105.00 per share; and, upon conversion of the Preferred Stock, each holder thereof shall be entitled to a 5% Note of the Corporation in the amount of the Conversion Price multiplied by the number of shares of Preferred Stock held, together in each case with an amount in cash equal to all dividends accrued or in arrears to the Conversion Date.

(d) Surrender of Certificates; Delivery of Notes. On and after the Conversion Date, each holder of Preferred Stock shall surrender his certificate(s) for such Stock to the Corporation at the place designated in such notice, endorsed if required in the notice, and shall thereupon be entitled to receive the 5% Note and cash as provided in Subsection (c) immediately above.

(e) Rights of Preferred Stock after Conversion. If the notice of conversion shall have been given as aforesaid, and if on or before the Conversion Date the 5% Notes and cash necessary

to accomplish such conversion pursuant hereto shall have been deposited with a conversion agent so as to be available for such conversion, then (notwithstanding that any certificate representing shares of Preferred Stock so called for conversion shall not have been surrendered) from and after the Conversion Date, dividends on the Preferred Stock shall cease to accrue, the holders of shares thereof shall have no voting power with respect to such shares, the rights of the holders thereof shall be limited to the right to receive the 5% Notes and cash as provided in Subsection (c) of this Section 1.03, but without interest, and the shares of Preferred Stock for all other purposes shall be deemed no longer outstanding; and, notwithstanding any other provision of this Article Fourth, the term of office of each of the Preferred Stock Directors (hereinafter provided for) then in office shall immediately cease.

(f) Voting on Conversion. Notwithstanding any other provision of this Article Fourth, the Corporation may elect to convert the Preferred Stock by the affirmative vote and/or written order of the holders of a majority of the issued and outstanding shares of the Common Stock, acting as a class.

(g) Terms and Provisions of the 5% Notes. The 5% Notes of the Corporation to be issued on conversion of the Preferred Stock shall be dated the Conversion Date, shall be due five years thereafter, and shall bear interest at the rate of 5% per annum, payable semiannually on the fifteenth days of January and July in each year. The Notes shall be in the following form:

[Form of Note]

CRUCIBLE CENTER COMPANY

5% Note

\$ _____

Pittsburgh, Pennsylvania

_____, 196_

FOR VALUE RECEIVED, the undersigned, Crucible Center Company, hereby promises to pay, on _____, 19__, to _____, or order, the sum of _____ dollars (\$_____) lawful money of the United States of America, and to pay interest from the date hereof on said principal sum at the rate of 5% per annum until maturity or earlier payment, and thereafter at the legal rate, due and payable semiannually on the fifteenth days of January and July in each year, and at maturity, all payments of principal and interest to be made at the principal office of Mellon National Bank and Trust Company, Mellon Square, Pittsburgh, Pennsylvania.

CRUCIBLE CENTER COMPANY

By _____
(President)(Vice President)(Treasurer)

(Corporate Seal)

Attest:

(Secretary)(Assistant Secretary)

(h) No Re-Issue. All shares of Preferred Stock converted by the Corporation shall not be re-issued, and no Preferred Stock shall be issued in lieu thereof or in exchange therefor, and the Corporation shall cause all such Stock to be cancelled and its capital reduced in the manner provided by law.

(i) Rules and Regulations. Subject to the provisions of this Section 1.03, the Board of Directors shall have authority to prescribe from time to time rules and regulations with respect to the conversion of Preferred Stock.

Section 1.04. Distribution on Dissolution. (a) Upon liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the Preferred Stock shall be entitled, before any distribution shall be made to any Junior Stock, to be paid the par value of such Preferred Stock plus all dividends accrued or in arrears to the date of distribution. In any such case, if the assets distributable shall be insufficient to permit the payment to the holders of the Preferred Stock of the full preferential amount to which they are entitled as aforesaid, then the entire assets of the Corporation so distributable shall be distributed ratably and equally among the holders of the outstanding shares of Preferred Stock.

(b) After the full preferential amount is paid to the holders of the Preferred Stock as aforesaid, the holders of the Common Stock shall be entitled to be paid out of any remaining assets of the Corporation, before any further distribution shall be made to the holders of the Preferred Stock, an equalizing distribution in an amount per share equal to the sum of (i) the par value of such Common Stock, plus (ii) the excess, if any, of the aggregate amount of dividends payable on each share of Preferred Stock (whether or not actually paid) from the date of issuance thereof to the date of distribution on dissolution, over the amount of dividends, if any, actually paid on each share of Common Stock during such period.

(c) After said equalizing distribution is made among the holders of the Common Stock, the remaining assets of the Corporation shall be distributed among the holders of the Preferred Stock and of the Common Stock, on a share for share basis, treating the Preferred Stock and the Common Stock as shares of a single class.

(d) Neither a consolidation nor merger of the Corporation with or into any other corporation or corporations, nor the sale of all or substantially all of the assets of the Corporation shall be deemed to be a liquidation, dissolution or winding up, within the meaning of this Section 1.04.

DIVISION 2. COMMON STOCK

Section 2.01. Rights of Common Stockholders. Except for and subject to the preferences, rights and powers granted in this Article Fourth to the holders of Preferred Stock, and except as may be otherwise provided by statute of the State of Delaware, the holders of Common Stock shall have exclusively all other rights of stockholders, including but not by way of limitation: (a) the right to receive all dividends, (b) the voting power for all purposes, (c) in the event of any distribution of assets upon liquidation, dissolution or winding up of the Corporation or otherwise, the right to receive ratably and equally all the assets and funds of the Corporation, and (d) all such other rights as may be specifically vested in them elsewhere in this Article Fourth and by the laws of the State of Delaware.

DIVISION 3. PROVISIONS APPLICABLE TO BOTH CLASSES OF STOCK

Section 3.01. Ordinary Voting Rights; Notice. Except as otherwise expressly provided in this Article Fourth or by statute, the holders of the Preferred Stock shall have equal voting rights share for share with the holders of the Common Stock, so that each holder of record of Preferred Stock or of

Common Stock shall be entitled to one vote for each share of Preferred Stock and one vote for each share of Common Stock standing in his name on the books of the Corporation. No meeting of stockholders or of any class thereof shall be held without equal notice to all stockholders of all classes, whether or not entitled to vote thereat.

Section 3.02. Election of Directors. The number of directors which shall constitute the full Board of Directors shall be any even number as from time to time shall be fixed by, or in the manner provided in, the By-Laws. So long as any Preferred Stock shall be outstanding, the holders of the issued and outstanding shares of Preferred Stock (considered as a class) and the holders of the issued and outstanding shares of Common Stock (considered as a class) shall each have the right to nominate and elect one-half the number of directors constituting the full Board. The directors nominated and elected by the holders of the Preferred Stock as a class and the directors nominated and elected by the holders of the Common Stock as a class are hereinafter called respectively the "Preferred Stock Directors" and the "Common Stock Directors."

Section 3.03. Quorum and Manner of Acting. (a) Stockholders. At all meetings of stockholders of the Corporation, the presence, in person or by proxy, of the holders of

a majority of the issued and outstanding shares of each class of stock of the Corporation shall be necessary and sufficient to constitute a quorum; provided, however, that if such meeting is other than an annual meeting, and is held solely for the taking of action which it is expressly provided in this Article Fourth may be taken by the holders of one class of stock, acting as a class, the presence, in person or by proxy, of the holders of a majority of the issued and outstanding shares of such class of stock alone shall be necessary and sufficient to constitute a quorum. Notwithstanding any statute now or hereafter in effect requiring any action to be taken or authorized by the vote of a majority or other proportion of the stock of the Corporation, or otherwise, all action taken by the stockholders shall be valid and effective only if (in addition to the vote or other action required by law) such action is taken or authorized by the affirmative vote and/or written consent of the holders of a majority of the issued and outstanding shares of the Preferred Stock considered as a class, and by the similar affirmative vote and/or written consent of the holders of the Common Stock considered as a class, except as otherwise expressly provided in this Article FOURTH.

(b) Directors. At all meetings of the Board of Directors, the presence of a majority of the full Board shall be necessary and sufficient to constitute a quorum for the transaction of

business. No resolution of the Board shall be adopted, nor shall any action of the Board upon any matter whatsoever (except for adjournment, as may be provided in the By-Laws), be taken or be valid, without the concurrence (expressed by vote at a meeting or by written consent, as may be provided by law) of at least a majority of the full Board of Directors, except as otherwise expressly provided in this Article FOURTH.

Section 3.04. Vacancies. In the event of a vacancy or vacancies on the Board of Directors (whether arising from death, resignation, retirement, disqualification, removal, increase in the size of the Board, redemption or conversion of the Preferred Stock, or otherwise), no action shall be taken by the Board within thirty days following, unless such vacancy or vacancies are first filled. Such vacancy or vacancies may be filled only in the following manner: the remaining director or directors of the class in which the vacancy or vacancies occurred shall choose the successor or successors to fill such vacancy or vacancies, but if no director of such class remains, then the holders of the class of stock involved, acting as a class, shall choose such successor or successors; provided, however, that if the vacancies arise from the redemption or the conversion of the Preferred Stock, as provided in Section 1.02 (f) or Section 1.03 (e) of this Article FOURTH, then the Common Stock Directors shall choose all such successors.

Section 3.05. Deadlock or Inability to Act. If the Board of Directors shall for any reason be equally divided respecting the management of the property, business and affairs of the Corporation, or any aspect thereof or any transaction involved therein, or equally divided on any question, dispute or controversy concerning the policies or management of the Corporation, or if a meeting of the Board cannot be organized because of the lack of a quorum, and such situation continues for a period of thirty days or more because of the refusal or failure of all the directors of either class to attend such meetings, no stockholder or director shall have the right to have the Corporation dissolved or shall have any other legal right in a suit at law or in equity because of such deadlock or failure to obtain a quorum; but rather all matters pending before the Board of Directors or upon which it is impossible to act because of such lack of quorum shall be submitted to arbitration in the following manner:

"(a) Upon written request by any director, given or mailed to each of the other directors, the Board of Directors shall by resolution of a majority of the full Board select one or more arbitrators to conduct the arbitration. If the Board shall be unable or shall fail within thirty days after the next Board meeting following such written request to select an arbitrator or arbitrators who will agree to act hereunder, the Preferred Stock Directors shall select an arbitrator and the Common Stock Directors shall select an arbitrator and if either class of directors

fails within ten days following the expiration of said thirty-day period to select an arbitrator, then the arbitrator selected by the other class shall select a second arbitrator. The two arbitrators so selected shall themselves by unanimous action select a third arbitrator to act together with them to conduct the arbitration. If the first two arbitrators, within thirty days, shall be unable to select a third arbitrator, then such third arbitrator shall, upon written application by either of such first two arbitrators after 10 days' prior written notice to the other of his intention to make such application, be a person designated (after consultation with counsel for the two classes of directors) by the person who at the time of application shall be the President of the Pennsylvania Bar Association (or, in case said President shall decline to act, the nominee of said President). It is intended that all arbitrators shall be persons residing at or near Pittsburgh, Pennsylvania, qualified by experience to assist in managing the business and affairs of the Corporation, who are not stockholders or directors of and who have no contractual or other direct business relationship or connection with any stockholder or director of the Corporation or with any company or business affiliated with any such stockholder or director.

(b) The arbitrator or arbitrators who shall have been so selected or designated shall decide or take other action with respect to the matter or matters then pending before the Board, or upon which it is impossible to act because of equal division or lack of quorum as aforesaid, including (without limitation) all collateral matters such as whether the matters are a proper subject for action by the Board of Directors, whether the arbitrators themselves have been duly and validly selected, and whether this Section 3.05 and the provisions for arbitration hereunder are properly involved and applicable and being properly interpreted and applied. If more than one arbitrator has been selected or designated, the arbitrators shall take all action by majority vote. The decision or other action of such arbitrator or arbitrators on all matters submitted shall be binding upon the Corporation, the Board of Directors and the stockholders.

(c) The arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association, as then in effect, insofar as such rules are not in conflict with this Section 3.05.

(d) The decision or other action of the arbitrator or arbitrators shall be final; a report thereof shall be forthwith filed with the Secretary of the Corporation, and judgment or decree thereon may be entered by any stockholder or director in the highest court of the forum having jurisdiction.

Section 3.06. Removal of Directors. The entire Board of Directors may be removed at any time either for cause or without cause, only by the affirmative vote and/or written order of the holders of a majority of the issued and outstanding shares of each class of stock of the Corporation. Any individual director or directors may be removed at any time either for cause or without cause, only as follows: if a Preferred Stock Director, by the affirmative vote and/or written order of the holders of a majority of the issued and outstanding shares of the Preferred Stock, acting as a class; if a Common Stock Director, by such vote and/or written order of the Common Stock, acting as a class.

Section 3.07. Funds Available for Dividends. Dividends upon the capital stock of the Corporation of any class shall be payable only out of the assets of the Corporation lawfully available therefor. The Board of Directors shall have power from time to time to determine whether any, and, if any, what part of the net assets in excess of its capital (including paid-in, reduction and other capital surplus, if any), or what part of its net profits, or other funds available for dividends, shall be declared as dividends and paid to its stockholders; and all rights of holders of stock of the Corporation of any class in respect of dividends shall be subject to the power of the Board of Directors to do so.

Section 3.08. Rate of Dividends. (a) Preferential Dividends. The Preferred Stock shall be entitled to receive preferential dividends in cash at, but not exceeding, the rate of five dollars per share per annum, payable quarterly on the last day of each calendar quarter in each year. The preferential dividends on the Preferred Stock shall accrue from day to day, commencing on the date of issuance of such stock, and shall be cumulative, regardless of whether or not earned or declared. So long as any Preferred Stock shall remain outstanding, no dividends, whether in cash, property or stock of the Corporation, shall be declared or paid upon or set apart for, nor shall any other distribution be made or ordered in respect of, any Junior Stock of the Corporation, nor shall any moneys or other consideration be set aside for or applied to the purchase, redemption, cancellation or other reduction of any Junior Stock, unless all preferential dividends on the Preferred Stock for all past quarterly dividend periods shall have been paid, and the full preferential dividend on all outstanding shares of Preferred Stock to the end of the then current calendar year shall have been paid, or declared and set apart for payment. Arrears in the payment of preferential dividends on the Preferred Stock shall not bear interest.

(b) Equalizing Dividends. When full cumulative preferential dividends as aforesaid upon the Preferred Stock to the end of the then current calendar year shall have been paid or declared and set apart for payment, then the Common Stock shall

be entitled to receive in the same calendar year dividends in cash at, but not exceeding, the rate of five dollars per share per annum (or property or stock of the Corporation of equal value), before any further dividends in the same calendar year shall be set apart for or paid to the Preferred Stock, or before any moneys or other consideration in the same calendar year shall be set apart for or applied to the purchase, redemption, conversion, cancellation or other reduction of Preferred Stock. The dividends provided for in this Subsection (b) on the Common Stock, if not paid in any calendar year, shall not be cumulative from year to year.

(c) Participating Dividends. When full dividends as provided for in Subsections (a) and (b) above upon the Preferred Stock and the Common Stock then outstanding shall in any calendar year have been paid or declared and set apart for payment, then all outstanding shares of stock shall be entitled equally, share for share and treating the Preferred Stock and the Common Stock as shares of a single class, to receive and participate in all further dividends paid or declared in the same calendar year, whether in cash, property or stock of the Corporation. Such participating dividends may be declared to be payable on a date following the end of the calendar year in which declared, and in such event shall not be considered as preferential dividends under Subsection (a) of this Section 3.08 in the year when received, but shall be payable in addition to the payment or accrual of the preferential dividends in that year.

Section 3.09. No Preemptive Rights. No holder of any share of stock of any class of the Corporation shall have any preemptive right with respect to the issue or sale or reservation for issue or sale of any shares of stock of any class of the Corporation.

Section 3.10. Definitions. As used in Article FOURTH, the expression "dividends accrued or in arrears" shall be deemed to mean, in respect of each share of the Preferred Stock, that amount which shall be equal to dividends thereon at the rate of five dollars per share per annum, from the date on which such dividends begin to accrue thereon to the date as of which the computation is to be made, regardless of whether such dividends have been earned or declared, less the aggregate amount of dividends theretofore and on such date paid thereon.

The term "Junior Stock" shall include the Common Stock of the Corporation and any other class of stock (as the same may exist from time to time) of the Corporation which is (a) not entitled to receive any dividends in cash until all preferential dividends accrued or in arrears have been paid on the Preferred Stock, and/or (b) not entitled to receive any proceeds of liquidation until the Preferred Stock shall have received the entire preferential liquidation amount to which it is entitled in such liquidation.

"RESOLVED, That the Certificate of Incorporation of Crucible Center Company be amended by changing the Article thereof numbered 'THIRTEENTH' so that, as amended, said Article shall be and read as follows:

THIRTEENTH. No transfer of any share or shares of stock of the Corporation shall be made by any stockholder in violation of the following Stock Transfer Restrictions:

Section 1.01. Prohibited Transfers. No person shall at any time sell, pledge, give, transfer, alienate or in any other way dispose of or encumber any share or shares of stock of any class of the Corporation owned or held by such person unless such share or shares shall first be offered for sale, to the persons, at the price and in the manner hereinafter set forth. (Any holder of stock thus required to offer his shares is hereinafter referred to as an "Offering Stockholder".)

Section 1.02. Offer and Acceptance. Any offers required to be made by an Offering Stockholder under the provisions of Section 1.01 shall be given as follows: if of Preferred Stock, to all the holders of shares of Common Stock of record on the date of the offer, in proportion to the number of such shares held; and if of Common Stock, to all the holders of shares of Preferred Stock of record on the date of the offer, in proportion to the number of such shares held. (Any Stockholder to whom

shares of stock are thus required to be offered is hereinafter referred to as an 'Offeree-Stockholder'.) The following provisions shall govern the giving and accepting of such offers:

(a) An Offering Stockholder shall at or before the time of the offer advise each of the Offeree-Stockholders of the total number of shares involved, the proposed disposition or encumbrance and all the terms thereof including the price or other consideration and the identity of the outsiders involved.

(b) The offers shall be irrevocable for forty-five days. The acceptance by any Offeree-Stockholder of an offer to be effective must be of all the shares offered to him; must be made in writing within forty-five days from the date such offer is given; and must be accompanied by the delivery and payment of the "Offering Price", as provided in Section 1.03 below, any money payment to be in cash or certified check or checks.

(c) Notwithstanding the provisions of Subsection (b) above, the Offeree-Stockholders, as a class, by action of the holders of record of 51% or more of the shares of the class of stock to whom the offers are being made, shall have the right to designate a nominee or nominees as entitled to accept all (but only all) the offers made to the holders of all such shares, that is to say, to purchase all the

shares of stock which are being offered by the Offering Stockholder. In such event, the acceptance by the Offeree-Stockholders so acting shall include the designation of a nominee or nominees, and shall be accompanied by an acceptance duly executed by the nominee or nominees of the offer. Payment of the Offering Price may be made by either the Offeree-Stockholders or any nominee or nominees or both, and shall be the joint and several obligation of both.

(d) Any share or shares of stock which have been offered by an Offering Stockholder and not duly accepted within the forty-five days as aforesaid may then be disposed of or encumbered by such Offering Stockholder, to the outsiders and at substantially the price and terms of which the Offeree-Stockholders had been advised pursuant to Subsection (a) of this Section 1.02, at any time within thirty days following the said forty-fifth day; and if no such disposition or encumbrance is made within such thirty days, said Offering Stockholder shall not then sell, pledge, give, transfer, alienate, or in any other way dispose of or encumber such share or shares unless they are first offered again in the manner stated herein.

Section 1.03. Offering Price. The "Offering Price" at which any offer pursuant to the terms hereof shall be made shall be \$100 per share, or (at the individual option

of the Offeree-Stockholders or nominee or nominees) the cash price or substantially the other consideration for which such Offering Stockholder proposes to dispose of or encumber such stock to the outsiders, which price or other consideration has been communicated to the offerees in accordance with Subsection (a) of Section 1.02 hereof.

Section 1.04. Exemption. Nothing contained in this Article THIRTEENTH shall apply to or prevent a transfer of shares of Common Stock from or to Crucible Steel Company of America ("Crucible"), a New Jersey corporation, to or from any other corporation of which Crucible shall at the time own fifty percent or more of the shares of voting stock normally entitled to elect some or all of the directors thereof.

SECOND: That the said amendments have been consented to and authorized by the holders of all the issued and outstanding stock, entitled to vote, by a written consent given in accordance with the provisions of section 228 of Title 8 of The Delaware Code of 1953, and filed with the Corporation on the 21st day of December, 1955.

THIRD: That the aforesaid amendments were duly adopted in accordance with the applicable provisions of sections 242 and 228 of Title 8 of The Delaware Code of 1953.

FOURTH: That said amendments do not effect any change in the issued shares of said Corporation.

IN WITNESS WHEREOF, said Crucible Center Company has caused its corporate seal to be hereunto affixed and this certificate to be signed by George F. Groff, its Vice President, and William H. Knoell, its Secretary, this 21st day of December, 1955.

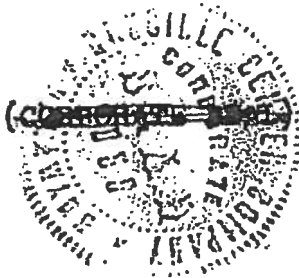
CRUCIBLE CENTER COMPANY

By

George F. Groff
George F. Groff, Vice President

By

W. H. Knoell
William H. Knoell, Secretary



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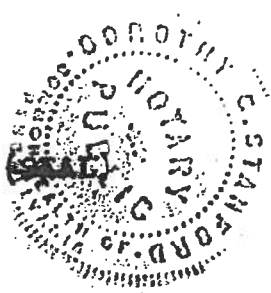
COMMONWEALTH OF PENNSYLVANIA , }

COUNTY OF ALLEGHENY

SS:

BE IT REMEMBERED that on this 21st day of December,
A.D. 1955, personally came before me Mrs. Dorothy C. Stanford
a Notary Public in and for the County and Commonwealth aforesaid,
George F. Groff, Vice President of Crucible Center Company, a
corporation of the State of Delaware, the corporation described
in and which executed the foregoing certificate, known to me
personally to be such, and he, the said George F. Groff as such
Vice President, duly executed said certificate before me and
acknowledged the said certificate to be his act and deed and the
act and deed of said corporation; that the signatures of the said
Vice President and of the Secretary of said corporation to said
foregoing certificate are in the handwriting of the said Vice
President and Secretary of said corporation respectively; and
that the seal affixed to said certificate is the common or
corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and
seal of office the day and year aforesaid.



Mrs. Dorothy C. Stanford
Notary Public

~~My Commission Expires:~~

Mrs. Dorothy C. Stanford, Notary Public
PITTSBURGH, ALLEGHENY COUNTY
My Commission Expires April 22, 1958

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